

### **REMARKS**

By the present amendment, claims 16, 18-42, 44-66, 70-92, 94-116, 118-138 and 140-159 are rejected. This amendment is accompanied by a Request for Continued Examination (RCE) under 37 C.F.R. §1.114. After entry of the present amendment, Claims 16, 18-42, 44-66, 70-92, 94-116, 118-138, and 140-159 remain pending in the application. The present amendment amends independent claims 16, 42, 68, 92, 116, and 138 to clarify the scope of the claimed inventions of claims 16, 42, 68, 92, 116, and 138. Reconsideration of the application in view of the present amendment and following remarks is respectfully requested.

#### **Claim Rejections Under 35 U.S.C. § 103**

Claims 16, 18-42, 44-66, 70-92, 94-116, 118-138 and 140-159 were rejected under 35 U.S.C. §103(a) as being obvious over Conklin, U.S. Patent No. 6,141,653 (“*Conklin*”) in view of Business Wire article, 09889724 from Dialog file 148 (“*Business Wire*”). Independent claims 16, 42, 68, 92, 116, and 138 have been amended to clarify that the claimed inventions can include the elements “wherein the money transfer system is operative for electronic communications with one or more buyer accessible payment location local computers operated at one or more payment locations”, “wherein the unique transaction number is associated with the transaction between the buyer and the seller,” “receiving at the money transfer system a payment notification associated with the unique transaction number from the payment location local computer when payment in the amount of the grand total amount has been submitted at the payment location”, communicating a message to the seller computer system that payment associated with the unique transaction number has been received at a payment location upon receipt of the payment notification by the money transfer system,” and “effecting completion of

the electronic payment request by making payment via the money transfer system to the seller upon receipt of the payment notification by the money transfer system" (underlining supplied). Certain embodiments of the Applicants' claimed inventions generally permit a customer/buyer to select an electronic payment for a purchase, obtain confirmation information regarding the transaction, and provide for the customer/user to make an actual payment for the transaction at one of a plurality of payment locations accessible to a buyer. *See* Applicants' specification, col. 8, lines 6-10.

These amendments are fully supported by the Applicants' specification. As the specification describes, embodiments of the claimed inventions respond to the need for "facilitating the purchase of goods and services over the Internet by consumers who either do not have credit card accounts, or choose not to provide confidential credit card account information or checking account information over the Internet." *See* col. 3, lines 3-6. In absence of the claimed inventions, when a transaction between a buyer and a merchant occurs over the Internet, "only a few conventional methods [exist] by which a customer or buyer can pay the merchant for any goods or services." *See* col. 1, lines 17-18.

The claimed inventions, however, provide novel systems and methods for payment where confidential information need not be disclosed. As described according to one embodiment and in relation to a general transaction reached over the Internet:

"the buyer 30 makes a purchase using the buyer's computing station 32 over the Internet 36 by accessing the merchant's web site 40 and the buyer selects the electronic payment method of the present invention as a way to pay for the purchase (instead of purchasing by using an credit card or other conventional means)." (underlining supplied)

*See* col. 13, lines 8-12.

Once this electronic payment is requested by a merchant or a buyer,

“[a]n agent computing system 42 (also referred to herein as a money transfer system) . . . is responsible for processing incoming requests from merchants or buyers regarding the electronic payment. . . . The agent computing system 42 receives the request, and creates a unique record of the request and stores the unique record . . . .Further, the agent computing system 42 assigns a unique transaction or confirmation number, to each incoming request. . . .”

*See* col. 9, lines 12 – col. 10, line 8.

From this point, the buyer can use the unique transaction number to make actual payment for the transaction at one of a plurality of agent locations accessible by the buyer. *See* col. 11, lines 14-17. “In this manner, a buyer can use the payment method of the present invention to pay for an item purchased over a computer network without the need for having to use a credit card, and without having to provide confidential information, such as a credit card account number or a bank account number, over the Internet” (underlining supplied). *See* col. 8, lines 16-20.

*Conklin* appears to relate to a multivariate negotiations system and does not provide a method or system for effecting payment for a transaction between buyer and seller “at one of a plurality of payment locations accessible to a buyer” such that a buyer need not provide confidential information over the Internet. In particular, *Conklin* does not teach or suggest at least the following elements: (1) “providing a money transfer system connected for electronic communications with at least the seller computer, wherein the money transfer system is operative for electronic communications with one or more buyer accessible payment location local computers operated at one or more payment locations by one or more local agents;” (2) “receiving at the money transfer system an electronic payment request from the seller computer in response to a proposed transaction between the buyer and the seller;” and (3) “effecting completion of the electronic payment request by making payment via the money transfer system

to the seller upon receipt of the payment notification by the money transfer system” once “payment associated with the unique transaction number has been received at a payment location.” (underlining supplied).

Rather, *Conklin* relates to a multivariate negotiations system where payment appears to be is provided in a conventional manner. The present Office Action cites *Conklin* at col. 31, lines 9-36 and col. 26, line 43–col. 27, line 32, as allegedly disclosing a “money transfer system operative for electronic communications with one or more buyer accessible payment location local computers.” *See* page 2-3. But *Conklin*, col. 31, lines 9-36, relates to online payment processing, *see* col. 9, line 36, which appears to be a conventional method of payment wherein confidential account information must be disclosed, *see, e.g.*, col. 9, lines 48-53, not a system or method where confidential information need not be disclosed.

Similarly, *Conklin*, col. 26, line 43–col. 27, line 32, while being directed to letters of credit, still reflects a conventional form of payment. *Conklin* appears to differ in that the buyer’s bank issues the letter of credit over a banking network, thereby assuming the risk in place of the buyer. *See* col. 27, lines 6-19. A bank’s issuance of a letter of credit via a banking network is markedly different from a system or method that “generally permits a customer/buyer to select an electronic payment for a purchase . . . and provides for the customer/user to make an actual payment for the transaction at one of a plurality of payment locations accessible to a buyer,” *see* col. 8, lines 6-10. In a letter of credit, for example, a “buyer’s bank assumes the full credit risk,” *see Conklin*, col. 27, lines 6-10. In embodiments of the claimed invention, there is no shifting of risk because “completion of the electronic payment request” requires “receipt of the payment notification by the money transfer system” as recited in claim. Similarly, letters of credit are

transmitted over a bank accessible network, *see Conklin*, col. 27, lines 16-19, not via a “money transfer system operative for electronic communications with one or more buyer accessible payment location local computers.”

The Office Action also cites *Conklin* col. 26, lines 1-56, and col. 31, lines 11-25, as allegedly disclosing the element “receiving at the money transfer system an electronic payment request from the seller computer in response to a proposed transaction between the buyer and the seller.” *See* page 3. But *Conklin*, col. 26, lines 1-56, relates to a letter of credit as a term in a proposed negotiation, *see, e.g.*, col. 26, line 12, and to a method for easing the negotiation of international agreements, *see* col. 26, lines 24-26, not to “receiving at the money transfer system an electronic payment request from the seller.” Moreover, *Conklin* col. 31, lines 11-25, relates to a non-repudiation feature of the negotiation system that, if triggered on a demand for payment, *see* col. 31, lines 13-18, reduces the likelihood of “disputes arising from lost or misplaced copies of documents,” *see* col. 31, lines 22-25. This non-repudiation feature appears to share only a marginal relationship with a seller’s conventional demand for payment, and even though a demand for payment is referenced, no teaching or suggestion of the element “receiving at the money transfer system an electronic payment request from the seller computer in response to a proposed transaction between the buyer and the seller ” is present.

The Office Action asserts that *Conklin* col. 17, lines 39-56, and col. 26, line 65-col. 27, line 30, allegedly discloses the element “effecting completion of the electronic payment request by making payment via the money transfer system to the seller.” *See* page 5. As discussed above, col. 26, line 65-col. 27, line 30, relates to the issuance of a letter of credit by a bank, not to “making payment via the money transfer system” once “payment associated with the unique

transaction number has been received at a payment location” as described and claimed in the application. Moreover, col. 17, lines 39-56, relate to providing “a much more economical and speedy way to negotiate complex, multivariate items such as complex standards applications” (underlining supplied). *See* col. 17, lines 53-56. There appears to be no reference to “an electronic payment request” in this section, nor does there appear to be any teaching or suggestion of a “money transfer system” for effecting payment to the seller once “payment associated with the unique transaction number has been received at a payment location” as recited in the claims.

*Business Wire* similarly does not disclose or suggest the elements above because *Business Wire* appears to relate to the packaging and shipping of goods bought on eBay, *see* page 1, para. 2, not to systems and methods for payment via a money transfer system.

Thus, for at least the reasons stated above, because *Conklin* in view of *Business Wire* does not teach or suggest each and every element of independent claims 16, 42, 68, 92, 116, and 138, these claims are allowable over the cited references. In addition, because claims 18-41, 44-66, 70-91, 94-115, 118-137, and 140-159 ultimately depend from at least one of these independent claims for which arguments of patentability have been presented above, these dependent claims are likewise believed to be allowable.

Claims 27, 40, 53, 66, 77, 90, 101, 114, 124, 137 and 159 were rejected under 35 U.S.C. §103(a) as being obvious over a combination of *Conklin* and *Business Wire*, in view of Godwin (Travel Weekly, volume 44, page 19(2), #02472750 from file 148). These claims ultimately depend from at least one of independent claims 16, 42, 68, 92, 116, and 138. Because arguments

of patentability have already been provided above for these independent claims, these claims are likewise believed to be allowable.

**CONCLUSION**

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029. If the Examiner believes a telephone conversation would facilitate the examination of this application, Applicants invite the Examiner to call the Attorney below at any time.

Respectfully submitted,

/Mark Borowski/  
Mark Borowski  
Attorney for the Assignee  
Reg. No. 62,695

**DATE: 20 FEBRUARY 2009**

SUTHERLAND ASBILL & BRENNAN LLP  
999 Peachtree Street NE  
Atlanta, Georgia 30309-3996  
Telephone: (404) 853-8121  
Facsimile: (404) 853-8806  
(First Data 001100US)

Attorney Docket No.: **34250-0958**